



SEABOARD COAST LINE RAILROAD COMPANY

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

RECORDATION NO. 7558 F
Filed 1425

SEP 5 1980 - 4 20 PM

September 2, 1980
INTERSTATE COMMERCE COMMISSION
FEE OPERATION BR.

0-249A114

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No.

Date SEP 5 1980

Fee \$ 10.00

Dear Mrs. Mergenovich:

ICC Washington, D. C.

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 counterparts Nos. 1 through 6 of a first supplement dated as of August 15, 1980, to a Conditional Sale Agreement and Assignment thereof, both dated as of June 1, 1974, filed with your Commission on July 2, 1974, at 3:15 p.m., Recordation No. 7558. Such supplement provides by its terms that each counterpart shall be deemed an original and, accordingly, counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the first supplement

- (a) Assignee - Mercantile-Safe Deposit and Trust Company, Two Hopkins Plaza, Baltimore, Maryland 21201
- (b) Vendee - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Virginia 23230

2. Description of equipment covered by the first supplement

Identifying marks

"Owned by a Bank or Trust Company under a Security Agreement Filed under the Interstate Commerce Act, Section 20c"

C. Dunlap
H.V. Beazley

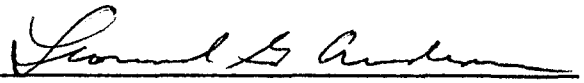
<u>General</u> <u>Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech.</u> <u>Designation</u>	<u>No.</u>	<u>Road</u> <u>Number</u>
Diesel electric locomotive	Model GP-7	B-B	1	CRR 4610

3. Counterparts Nos. 2 through 6 of the above mentioned document should be returned to Mr. Woodruff M. Price, 1000 Connecticut Avenue, N. W., Washington, D. C. 20036, acting on my behalf.

I am enclosing this company's check covering the recordation fee for the above mentioned document.

Yours very truly,

SEABOARD COAST LINE RAILROAD COMPANY

By 
Leonard G. Anderson
Vice President and Treasurer

SEP 5 1980 - 4:20 P.M.

COUNTERPART NO. 1 OF
6 COUNTERPARTS.

INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENT, dated as of August 15, 1980, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation of Maryland (hereinafter called Mercantile), and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of Virginia (hereinafter sometimes called the Railroad), to the Conditional Sale Agreement (hereinafter called the Agreement), dated as of June 1, 1974, between the Railroad, Pullman Incorporated (Pullman-Standard division), and Greenville Steel Car Company, which was assigned to Mercantile by an Agreement and Assignment, also dated as of June 1, 1974;

W I T N E S S E T H:

THAT WHEREAS, Article 8 of the Agreement provides for other equipment procured for the transportation services of the Railroad to be substituted for any of the Equipment having suffered a Casualty Occurrence, as described therein and for such other equipment to be included as part of the Agreement; and

WHEREAS, it has been deemed desirable to procure and include in the Agreement other equipment for substitution under the Agreement; and

WHEREAS, the Railroad has been duly authorized by resolutions adopted by its Board of Directors to execute and carry out this Supplement;

NOW, THEREFORE, the following described new unit of standard-gauge railroad equipment shall constitute an accession to the Equipment under the Agreement as defined therein and shall be subject to all appropriate terms and conditions of the Agreement as though part of the original Equipment delivered thereunder and shall be included in the term "Equipment" as used in the Agreement, to wit:

One (1) GP-16 diesel-electric locomotive
bearing road No. CRR 4610.

In order to facilitate the filing and recording of this Supplement in accordance with Article 8 of the Agreement, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting in accordance with the terms and conditions of the Agreement, have caused these presents to be duly executed as of the day and year first above written.

Attest:

F H Albee
Authorized Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

By [Signature]
Assistant Vice President

Attest:

[Signature]
Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]
Vice President and Treasurer

STATE OF MARYLAND)
)
CITY OF BALTIMORE)

ss

On this 25th day of August, 1980, before me personally appeared E. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Patricia A. Philow
Notary Public

My commission expires: 7-1-82

STATE OF VIRGINIA)
)
CITY OF RICHMOND)

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On this 13th day of August, 1980, before me personally appeared Leonard G. Anderson, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

J. H. Chapman
Notary Public

My commission expires: APR 26 1982